

NEGOTIATED CONTRACT

CONTRACT TASK ORDER NO.

ISSUING OFFICE

NAME

Central Intelligence Agency

ADDRESS

2430 E Street
Washington 25, D. C.

CONTRACTOR

NAME

ADDRESS

CONTRACT FOR Investigation of techniques for aspherizing optical
surfaces and to evaluate aspheric optical systems.

AMOUNT

MAIL INVOICES TO

Issuing Office

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

1ST page of the contract showing
unclassified nature of the contract

This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.

THIS CONTRACT is entered into as of 10 June, 1963, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and _____

(i) a corporation organized and existing under the laws of the State of _____

(ii) a partnership consisting of _____

(iii) an individual trading as _____

hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.

(c) Except as otherwise provided in this contract, the term "sub-contracts" includes purchase orders under this contract.

(d) "Contract" as used herein means this contract and/or any Task Orders issued under and subject to the provisions of this contract. "Schedule" means a Schedule attached to this contract or to a Task Order under this contract.

ARTICLE 2 SCOPE OF WORK:

The work to be performed under this contract shall be set forth in this contract (or in Task Orders hereunder as issued from time to time) and shall be for work and services for which the Contractor has submitted proposals. In the event any program of work requested by the Government hereunder is not acceptable to the Contractor, the Contractor shall advise the Contracting Officer as to the objections thereto within fourteen (14) days after receipt of the contractual documents, or at a later time if requested by the Contractor and approved by the Contracting Officer.

The Contractor shall supply the necessary qualified personnel, equipment, facilities and materials, and shall use its best efforts to conduct the work specified in the contract in accordance with the specifications, schedules and drawings contained therein. The Contractor and the Contracting Officer shall cooperate in consultation and otherwise upon the request of either party in the resolution of mutual problems.

ARTICLE 3 STANDARDS OF WORK:

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

ARTICLE 4 ALLOWABLE COST AND PAYMENT:

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with--

(A) Part 3 of Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract; and

(B) The terms of this contract.

(b) Once each month (or at more frequent intervals, if approved by the Contracting Officer) the Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable

detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.

(c) Promptly after receipt of each invoice or voucher the Government shall, subject to the provisions of (d) below, make payment thereon as approved by the Contracting Officer. After payment of an amount equal to eighty percent (80%) of the total estimated cost of performance of this contract set forth in this Article, further payment on account of allowable cost shall be withheld until a reserve of either one percent (1%) of such total estimated cost or whichever is less, shall have been set aside.

(d) At any time or times prior to final payment under this contract the Contracting Officer may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (f) below), the Government shall promptly pay to the Contractor any balance of allowable cost, which has been withheld pursuant to (c) above or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one (1) year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(f) The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions--

(A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(B) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(C) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(g) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at its expense or without cost to the Government.

ARTICLE 5 LIMITATION OF COST:

(a) It is estimated that the total cost to the Government for the performance of this contract will not exceed the estimated cost set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract

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The balance of these items are understood to have a total estimated procurement cost of [] including miscellaneous accessory items, component parts, installation, import duty, freight etc. Of this amount a total of not to exceed [] is hereby approved as an allowable cost to this contract. The balance of this cost is to be borne by the Contractor. These items are deemed to be Government Property and to be within the meaning of the Article of this contract entitled "Government Property".

ANTI-AMERICAN ACT:

It is understood that item (d) - the Oxygen Pressure Controller listed under, "Special Equipment Items," is not mined, produced or manufactured in the United States and that Article 34 of this contract is therefore not applicable to the procurement of that item.

COST:

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The estimated cost of performing this contract is []
[]

Costs in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer.

PERIOD OF PERFORMANCE:

The period of performance for this contract shall be from 10 June 1963 to 30 June 1965.

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CONFIDENTIAL

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SCOPE OF WORK:

The Contractor shall investigate modern evaporation techniques for aspherizing optical surfaces and study the advantages gained by using aspheric surfaces on all surfaces of an optical system technically in accordance with the Contractor's proposal in this connection dated 15 February 1963, which is made a part hereof by reference.

DELIVERABLE ITEMS:

- (1) A final report summarizing the work and results under this contract.
- (2) Interim reports on a quarterly (at the end of each three month period) basis, in quadruplicate. Three copies shall be furnished to the Technical Representative of the Contracting Officer, directly, and the fourth copy shall be furnished to the Contracting Officer. These reports shall include:
 - a. Report on the work to date- problems investigated and conclusions reached concerning the program.
 - b. Work plans for the forthcoming quarter.
 - c. An indication of the estimate of work completion and funds remaining.
 - d. Sketches, diagrams, photographs, etc. to show progress situation.

(3) In the event the work under this contract shows sufficient promise of the possibility of producing a usable lens a sample triplatt lens will be built and aspherized to demonstrate its feasibility. Under these circumstances the lens will be a deliverable item under this contract.

SPECIAL EQUIPMENT REQUIREMENTS:

It is understood that the following items of special equipment will be necessary to the performance of the work contemplated under this contract.

- (a) 1 each Hot Filament Ionization Gauge
- (b) 1 each Extra Filament
- (c) 1 each Electron Beam Power Supply
- (d) 1 each Oxygen Pressure Controller
- (e) 1 each Crucible and Electron Gun

It is understood that the estimated cost of items (a) and (b) is [] that the Contractor will furnish these items at no cost to this contract or to the Government and that the Contractor will therefore retain ownership of these items.

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